

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 45			
2. CONTRACT NUMBER		3. SOLICITATION NUMBER NNK14509212R		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 05/16/2014		6. REQUISITION/PURCHASE NUMBER 4200509212	
7. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP-MS/Kelly J. Boos KENNEDY SPACE CENTER FL 32899				8. ADDRESS OFFER TO (If other than Item 7) See L.9 KSC 52.214-90					
<b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>									

<b>SOLICITATION</b>								
9. Sealed offers in original and <u>See L.5 1852.215-81</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until <u>1400 ET</u> local time <u>06/16/2014</u> (Hour) (Date)								
CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:		A. NAME Kelly Boos		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 321 867-8424			C. E-MAIL ADDRESS Kelly.J.Boos@nasa.gov	

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<b>OFFER (Must be fully completed by offeror)</b>									
<b>NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.</b>									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)		10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)	
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE		18. OFFER DATE	

<b>AWARD (To be completed by government)</b>								
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE				
26. NAME OF CONTRACTING OFFICER (Type or print) Kelly J. Boos				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)			28. AWARD DATE	

## 6600 PSIG Pressure Vessel

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**6600 PSIG Pressure Vessel****SECTION B - SUPPLIES OR SERVICES AND PRICES****B.1 1852.216-78 FIRM FIXED PRICE. (DEC 1988)**

The total firm fixed price of this contract is \$ TBP.

(End of clause)

**B.2 SUPPLIES AND/OR SERVICES TO BE PROVIDED**

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Specification, Attachment J-01 Procurement Specifications 6600 PSIG Pressure Vessel, K0000247122-SPC dated April 23, 2014.

<b>CLIN</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
001	6600 PSIG Pressure Vessel in accordance with Attachment J-01, Specification K0000247122-SPC .	1 EA	\$TBP	\$TBP

(End of clause)

**6600 PSIG Pressure Vessel**

**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C.1 SPECIFICATION/STATEMENT OF WORK**

The Contractor shall provide the item or services specified in Section B in accordance with the following:

Attachment J-01, Specification K0000247122-SPC, titled 6600 PSIG Pressure Vessel, dated April 23, 2014.

(End of text)

**6600 PSIG Pressure Vessel**

**SECTION D - PACKAGING AND MARKING**

**D.1 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION.(SEP 2005)**

**6600 PSIG Pressure Vessel****SECTION E - INSPECTION AND ACCEPTANCE****E.1 52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE. (AUG 1996)****E.2 52.246-16 RESPONSIBILITY FOR SUPPLIES. (APR 1984)****E.3 52.246-15 CERTIFICATE OF CONFORMANCE. (APR 1984)**

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

I certify that on *[insert date]*, the *[insert Contractor's name]* furnished the supplies or services called for by Contract No[] via *[Carrier]* on *[identify the bill of lading or shipping document]* in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: []

Signature: []

Title: []

**E.4 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT. (AUG 2003)**

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in three (3) copies, an original and two (2) copies.



**6600 PSIG Pressure Vessel**

**SECTION E - INSPECTION AND ACCEPTANCE**

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

**6600 PSIG Pressure Vessel****SECTION F - DELIVERIES OR PERFORMANCE****F.1 52.242-17 GOVERNMENT DELAY OF WORK. (APR 1984)****F.2 52.247-34 F.O.B. DESTINATION. (NOV 1991)****F.3 DELIVERY AND/OR COMPLETION SCHEDULE**

The Contractor shall deliver and/or complete performance of the items required under this contract as follows:

<b>CLIN</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery</b>
001	6600 PSIG Pressure Vessel in accordance with Attachment J-01, Specification	1 EA	No Later than March 2, 2015.
002	Contract Data Requirements, Specification K0000247122-SPC, Appendix A, Contract Data Requirements List	See Appendix A	See Appendix A

(End of clause)

## 6600 PSIG Pressure Vessel

### SECTION G - CONTRACT ADMINISTRATION DATA

#### G.1 SUBMISSION OF INVOICE PAYMENT

For purposes of the Prompt Payment clause, the Contractor shall prepare and submit a proper invoice to the designated billing office as specified below:

NASA/Shared Service Center  
Financial Management Division (FMD)  
Accounts Payable  
Bldg 1111, C Road  
Stennis Space Center, MS 39529-6000  
NSSC-AccountsPayable@nasa.gov

(End of text)

#### G.2 MILESTONE PAYMENT SCHEDULE

(a) Subject to other limitations and conditions specified in this contract, milestone payments shall be made to the Contractor upon delivery and acceptance of the milestone events described under paragraph (b).

(b) The payment schedule amount shall be calculated by the application of percentage established per milestone event.

Milestone	CDRL	Paragraph	Value Percentage
Acceptance of Pre-Fabrication Design Package	C9	4.3	20%
Completion of Weld Inspection	C14	4.7.4	30%
Completion of Acceptance Testing	C21	7.3	30%
Acceptance of Hardware and ADP at KSC	C1, C31	3.2, 9.3	20%
Total			100%

(c) The Contractor shall not be entitled to payment of a request for milestones payment prior to successful accomplishment and acceptance by the Government of the milestone event. The Contracting Officer shall determine whether the milestone event or performance criterion for which payment is requested has been successfully accomplished and accepted by the Government in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(End of Text)

**6600 PSIG Pressure Vessel**

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1 1852.223-72 SAFETY AND HEALTH (SHORT FORM). (APR 2002)**

**H.2 1852.225-70 EXPORT LICENSES. (FEB 2000)**

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at NASA, John F. Kennedy Space Center, where the foreign person will have access to export-controlled technical data or software.

**6600 PSIG Pressure Vessel**

**SECTION I - CONTRACT CLAUSES**

**I.1 52.202-1 DEFINITIONS. (NOV 2013)**

**I.2 52.203-3 GRATUITIES. (APR 1984)**

**I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)**

**I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)**

**I.5 52.203-7 ANTI-KICKBACK PROCEDURES. (OCT 2010)**

**I.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)**

**I.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)**

**I.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)**

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**I.13 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (AUG 2013)**

**I.14 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (MAY 2012)**

**I.15 52.211-5 MATERIAL REQUIREMENTS. (AUG 2000)**

**I.16 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)**

**I.17 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)**

**I.18 52.215-14 INTEGRITY OF UNIT PRICES. (OCT 2010)**

**6600 PSIG Pressure Vessel**

**SECTION I - CONTRACT CLAUSES**

- I.19 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY. (OCT 1997)**
- I.20 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA -- MODIFICATIONS (OCT 2010)**
- I.21 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (NOV 2011)**
- I.22 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (JUL 2013)**
- I.23 52.219-14 LIMITATIONS ON SUBCONTRACTING. (NOV 2011)**
- I.24 52.222-3 CONVICT LABOR. (JUN 2003)**
- I.25 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES. (JAN 2014)**
- I.26 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT. (OCT 2010)**
- I.27 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)**
- I.28 52.222-26 EQUAL OPPORTUNITY. (MAR 2007)**
- I.29 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (SEP 2010)**
- I.30 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (OCT 2010)**
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- I.33 52.222-50 COMBATING TRAFFICKING IN PERSONS. (FEB 2009)**
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- I.37 52.225-5 TRADE AGREEMENTS. (NOV 2013)**
- I.38 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)**
- I.39 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)**

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**I.40 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)**

**I.41 52.230-2 COST ACCOUNTING STANDARDS. (MAY 2012)**

**I.42 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (JUN 2010)**

**I.43 52.232-1 PAYMENTS. (APR 1984)**

**I.44 52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)**

**I.45 52.232-11 EXTRAS. (APR 1984)**

**I.46 52.232-17 INTEREST. (OCT 2010)**

**I.47 52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)**

**I.48 52.232-25 PROMPT PAYMENT. (JUL 2013)**

**I.49 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)**

**I.50 52.233-1 DISPUTES. (JUL 2002) - ALTERNATE I (DEC 1991)**

**I.51 52.233-3 PROTEST AFTER AWARD. (AUG 1996)**

**I.52 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)**

**I.53 52.242-13 BANKRUPTCY. (JUL 1995)**

**I.54 52.243-1 CHANGES - FIXED-PRICE. (AUG 1987)**

**I.55 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE. (JUN 2003)**

*(b) Contractor's obligations.* (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for one year after delivery-

*(c) Remedies available to the Government.* (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 45 days after discovery of the defect.

**I.56 52.246-23 LIMITATION OF LIABILITY. (FEB 1997)**

**I.57 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (APR 2012)**

**6600 PSIG Pressure Vessel****SECTION I - CONTRACT CLAUSES****I.58 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)****I.59 1852.219-76 NASA 8 PERCENT GOAL. (JUL 1997)****I.60 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (JUL 2013)**

(a) *Definitions.* As used in this clause-

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry



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Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it \_\_\_\_ is, \_\_\_\_ is not a small business concern under NAICS Code 332420 assigned to contract number *[insert contract number]*. (*Contractor to sign and date and insert authorized signer's name and title*).

(End of clause)

**I.61 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (DEC 2013)**

(a) *Definitions.* As used in this clause-

*Commercial item* has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

*Subcontract* includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

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(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.225-26, Contractors Performing Private Security Functions Outside the United States JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(x) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

**I.62 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): For Federal Acquisition Regulation (FAR) clauses, see <https://www.acquisition.gov/far/index.html>.

For NASA FAR Supplement (NFS) clauses, see <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>.

(End of clause)

**I.63 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

**I.64 1852.215-84 OMBUDSMAN. (NOV 2011)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and email address may be found at:

[http://prod.nais.nasa.gov/pub/pub\\_library/Omb.html](http://prod.nais.nasa.gov/pub/pub_library/Omb.html). Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency

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ombudsman identified at the above URL. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

**I.65 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUN 2005)**

(a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages *[insert page numbers or other identification of pages]*. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides,

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with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs

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### SECTION I - CONTRACT CLAUSES

substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

#### **I.66 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (FEB 2012)**

(a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)

#### **I.67 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (AUG 2012) (DEVIATION)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

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(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

**6600 PSIG Pressure Vessel****SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS****J.1 LIST OF ATTACHMENTS**

The following documents are attached hereto and made a part of this contract:

<b>Number</b>	<b>Attachment Title</b>
J-01	Specification, K0000247122-SPC, 6600 PSIG Pressure Vessel, Dated April 23, 2014
J-02	Acceptance Data Package Documents
J-03	Specification and Standards

(End of Clause)



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### SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

#### K.1 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS. (DEC 2012)

#### K.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer, or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) above [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

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### SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

#### K.3 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (JAN 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332420.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

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### SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than

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### SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to-

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from

**6600 PSIG Pressure Vessel****SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause No. ☐

Title ☐

Date ☐

Change ☐

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

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### SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

#### K.4 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES. (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

Offeror Recommendations			
Item	Quantity	Price Quotation	Total
<hr/>	<hr/>	<hr/>	<hr/>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

#### K.5 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (FEB 1999)

The offeror represents that-

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS  
OF OFFERORS**

(End of provision)

**K.6 52.225-18 PLACE OF MANUFACTURE. (SEP 2006)**

(a) Definitions. As used in this clause--

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(End of provision)

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### SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

#### **K.7 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA--REPRESENTATION (FEB 2012)**

(a) Definition - "China" or "Chinese-owned" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are excepted from the prohibition as they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) Representation. By submission of its offer, the offeror represents that the offeror is not China or a Chinese-owned company.

(End of provision)

#### **K.8 1852.209-75 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION FEB 2012)**

(a) In accordance with sections 544 and 543 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L. 112-55), none of the funds made available by that Act may be used to enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government; or

(2) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The offeror represents that

(1) It is ☐ is not ☐ a corporation that has had any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or



**6600 PSIG Pressure Vessel****SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS  
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have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted, or had an officer or agent acting on behalf of the corporation convicted, of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

**K.9 1852-209.74 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX  
FILING AND FEDERAL INCOME TAX VIOLATIONS. (DEVIATION FEB 2012)**

(a) In accordance with section 527 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L. 112-55) none of the funds made available by the Act may be used to enter into a contract in an amount greater than \$5 Million unless the prospective contractor certifies in writing to NASA that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(b) The offeror's proposal shall include a signed written certification as follows--

To the best of my knowledge and belief, ---(name of offeror)--- has filed the Federal tax returns required during the three years preceding this certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution \_\_\_\_\_

(End of Provision)

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS  
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**K.10 1852.209-73 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE  
ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) OR A  
SUBSIDIARY OF ACORN (DEVIATION FEB 2012)**

(a) In accordance with section 534 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

(b) The offeror represents, by submission of its offer, that it is not the Association of Community Organizations for Reform Now (ACORN) or a subsidiary thereof.

(End of provision)

**6600 PSIG Pressure Vessel**

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L.1 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (JAN 2004)**

**L.2 52.216-1 TYPE OF CONTRACT. (APR 1984)**

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

(End of provision)

**L.3 52.233-2 SERVICE OF PROTEST. (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

NASA John F. Kennedy Space Center  
Attn: Kelly J. Boos  
Mail Code: OP-MS  
Kennedy Space Center, FL 32899

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): *[Insert one or more Internet addresses]*

(End of provision)

**L.5 1852.215-81 PROPOSAL PAGE LIMITATIONS. (FEB 1998)**

(a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

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### SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Proposal Section	Page Limit	Hardcopy*
Price	1 Page	2 (1 original, 1 copy)
Technical	25 Pages	2 (1 original, 1 copy)
Past Performance	4 Pages	2 (1 original, 1 copy)

\* Contractor may choose to submit an Electronic or Hardcopy. See Section L.9. If submitting electronically, only one email submission is needed.

(b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.

(c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

(d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror.

(End of provision)

#### **L.6 1852.233-70 PROTESTS TO NASA. (OCT 2002)**

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

#### **L.7 COMMUNICATIONS REGARDING THIS SOLICITATION**

(a) Questions or comments regarding this solicitation must be submitted in writing, cite the solicitation number, and be directed to the following Government representative:

**6600 PSIG Pressure Vessel**

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

Name: Kelly J. Boos, Contracting Officer  
FAX: 321-867-8424  
Email: KELLY.J.BOOS@NASA.GOV  
Address: MAIL CODE: OP-MS  
NASA JOHN F. KENNEDY SPACE CENTER  
KENNEDY SPACE CENTER, FL 32899

Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation.

(b) Questions or comments should be submitted by **2:00 PM Eastern Time on or before May 28, 2014**, to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

(c) Questions or comments shall not be directed to the technical activity personnel.

(End of provision)

**L.8 ADDITIONAL INSTRUCTIONS TO OFFERORS - LOWEST-PRICE, TECHNICALLY ACCEPTABLE WITH RELEVANT PAST PERFORMANCE EVALUATION**

In addition to the proposal submission requirements of FAR 52.215-1, Instructions to Offerors - Competitive Acquisition, the offeror shall include the following information in the proposal:

(a) A completed copy of the Standard Form 33 (Solicitation, Offer and Award), signed by an official authorized to contractually bind the offeror.

(b) The pages from the RFP with the required offeror fill-ins. The balance of the RFP need not be returned unless the offeror has made changes to other pages that will constitute part of the contract. Any such changes must be separately identified as exceptions.

(c) A technical description of the items and/or services being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, pictorial or graphic information, trade studies, test results, or other supporting data as necessary.

(d) Identification of no more than two (2) recent contracts for the same or similar items and/or services, preferably with the Government, listing contract number, contract value, agency name and point of contact (including address, telephone and fax numbers, and e-mail address, if available), the items and/or services provided under the contract, and contract status (current, terminated (if so, why), successfully completed).

(e) The government prefers offerors to propose in accordance with FAR **52.247-34 F.O.B. DESTINATION**, however, if the offeror does the propose destination pricing, proposals will be evaluated as stated in Section M, 52.247-47 EVALUATION -- F.O.B. ORIGIN.

**6600 PSIG Pressure Vessel****SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

(End of text)

**L.9 KSC 52.214-90 DELIVERY INSTRUCTIONS FOR BIDS/PROPOSALS (AUG 2005)  
(MODIFIED)**

(a) Delivery Address:

All offers (bids or proposals) shall be delivered to the Central Industry Assistance Office (CIAO), 7110 N. Courtenay Parkway, Merritt Island, FL, 32953 on or before the date and time set for receipt of proposals or bids. The CIAO is located on State Road 3, approximately 2 miles south of Gate 2 to KSC. Access to KSC is not required.

(b) Hand-Delivered Offers:

Offerors are responsible for assuring that hand-carried bids are either received by NASA Government employees at the CIAO or dropped in the CIAO mail box located outside of the building.

(c) Electronic Delivery: Offerors may submit electronic proposals in response to this solicitation. The proposal must arrive at [Kelly.J.Boos@nasa.gov](mailto:Kelly.J.Boos@nasa.gov) by the time specified in the solicitation. Electronic proposals that fail to furnish required representations or information or that rejects any of the terms, conditions, and provisions of the solicitation may be excluded from consideration. Electronic proposals must contain the required signatures. Electronic proposals must be in PDF format. The Government reserves the right to make award solely on the electronic proposal. However, if requested to do so by the Contracting Officer, the apparent successful offeror agrees to promptly submit the complete original signed proposal. If the offeror chooses to transmit an electronic bid, the Government will not be responsible for any failure attributable to the transmission or receipt of the electronic proposal including, but not limited to, the following: (1) Receipt of garbled or incomplete proposal. (2) Availability or condition of the receiving electronic equipment. (3) Incompatibility between the sending and receiving equipment. (4) Delay in transmission or receipt of proposal. (5) Failure of the offeror to properly identify the proposal. (6) Illegibility of proposal. (7) Security of proposal data.

Please note that large files may not send and have been known to cause late proposals due to Offeror having to break down proposal in smaller sizes and send multiple emails.

(d) Late Delivery of Offers/Bids

Late offers/bids will be processed in accordance with FAR 52.214-7, Late Submissions, Modifications and Withdrawals of Bids, FAR 52.215-1, Instructions to Offerors - Competitive Acquisition, FAR 52.212-1 Instructions to Offerors - Commercial Items, or FAR 52.214-23, Late Submissions, Modifications, and Withdrawals of Technical Proposals Under Two Step Sealed Bidding, included in this solicitation.

(e) Proposal Identification

Sealed packages containing proposals shall be marked to show the offeror's name and address and be addressed as follows:

**6600 PSIG Pressure Vessel**

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

Attn: Kelly J. Boos, Contract Specialist  
Mail Code OP-MS  
Solicitation NNK14509212R

(End of Provision)

**L.10 INSTRUCTIONS TO OFFEROR**

(a) Preparation of Proposal

**(1) Part 1 – Price:**

The contractor shall submit their proposed firm fixed price for this effort in accordance with Section B of this solicitation. The offeror's completion of Section B Pricing information will provide all pricing information required to be submitted.

**(2) Part 2 - Non-Price Factors**

**(a) Technical:**

1. The offeror shall describe their technical capabilities and approach to meeting the requirements set forth in the specification including their approach to meeting the delivery time frame. Mere acknowledgement or restatement of the requirements is not an acceptable response. The offeror shall provide sufficient technical description, technical literature, documentation, and other relevant information in order for the Government to make an adequate technical assessment.
2. The offeror shall provide a top level schedule showing the proposed task phasing to meet the SOW requirements.
3. The offeror shall provide copies of past sample ASME / AWS welder certifications and weld procedures, along with Level of NDE inspectors (internal or subcontracted) that demonstrate capability to meet ASME Section VIII, Division 2 pressure vessel code design, fabrication and NDE including certified welders, inspectors & NDE procedures.
4. The offeror shall provide copies of sample plans, procedures, and name subcontractors used for cleaning fluid systems.

**(b) Past Performance:**

An Offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size,

**6600 PSIG Pressure Vessel****SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

content, and/or complexity to the requirements of this acquisition (Refer to FAR 15.305(a)(2)(iii)).

The Offeror shall provide, at a minimum, the following information in support of its proposal to facilitate the evaluation of your company experience and past performance as a whole and as related to the requirements of the proposed contract.

**Relevant Experience/Past Performance**

The offeror shall submit past performance history **on two (2) contracts** that the offeror has deemed most recent and relevant past experience. Recent experience is defined as projects performed currently or in the last five years. Relevant experience is defined as past or current experience managing and performing contracts similar in size, content, and complexity to the requirements of this RFP where characteristics such as technical excellence, responsiveness, safety, communication, and management were successfully implemented. Offerors shall provide information of relevant contracts, where they have provided pressure vessels, for which the Offeror was the prime Contractor that have been delivered in the past five years.

Offerors shall provide information on previous contracts for the Government's evaluation of Experience/Past Performance that includes:

- (1) Contact Information: Customer's name, address, email address and telephone number for the Contracting Officer and Technical Representative points of contact. Ensure that the information is current and accurate by verifying the phone numbers and addresses.
- (2) Basic Contract Information: Contract number, contract type, place(s) of performance, state if the contract was competitive or sole-source, state if the contract was an initial or follow-on contract and if the offeror was the prime contractor or subcontractor.
- (3) Period Of Performance: Date contract was awarded, original contract period of performance, and actual contract period of performance.
- (4) Contract Value: The original value of the contract at time of award and the present or final contract value. Provide rationale for any cost growth.
- (5) Schedule: The success record in meeting contractual delivery dates, and explanations for any deviations from those dates.
- (6) Contract Revisions: Give a brief explanation if the contract was descoped or partially terminated for any reason, or if the terms or conditions were significantly restricted for any reason, or if there were any major waivers or



**6600 PSIG Pressure Vessel****SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

deviations granted, or if options were not exercised.

(7) Relevance: Describe how the respective contract is similar in size, content, and complexity to the current requirement. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.

(8) Performance: Describe any relevant major technical problems and how they were resolved.

Offerors are advised that while the list of submitted contracts/orders are at the offeror's discretion, the Government may consider and evaluate any other past performance data obtained from other sources and use the obtained information in the evaluation and rating of the offerors past performance.

Summary Of Deviations/Exceptions (Past Performance Proposal)

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these Past Performance Proposal instructions.

(b) Identification of unacceptable proposals

The offeror shall fully explain any deviations, exceptions, or conditional assumptions regarding any contractual requirements of this solicitation. Any failure to clearly indicate exceptions to the proposed contract terms and conditions contained in this RFP will be construed as acceptance of them, verbatim.

All exceptions shall be accompanied by supporting documentation detailing the alternate process(es)/standard(s) for evaluation.

The offeror is cautioned that exceptions or new terms, conditions, or clauses may result in a determination of proposal unacceptability (NFS 1815.305-70) or may otherwise affect an offeror's competitive standing.

(End of provision)

**6600 PSIG Pressure Vessel****SECTION M - EVALUATION FACTORS FOR AWARD****M.1 BASIS FOR CONTRACT AWARD****(a) EVALUATION FACTORS - LOWEST-PRICE, TECHNICALLY ACCEPTABLE**

In accordance with FAR 15.101-2, The Contracting Officer will utilize a Lowest Price Technically Acceptable (LPTA) source selection process to make an award decision. Only one award will be made as a result of this solicitation. Award will be made to the offeror who is deemed responsible in accordance with the Federal Acquisition Regulation (FAR); and whose proposal, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, meets the technically acceptable standard for the non-price factors and provides the lowest evaluated price.

The attention of offerors is directed to NFS 1815.305, Proposal Evaluation, and to NFS 1815.305-70, Identification of Unacceptable Proposals. In accordance with the Instructions to Offerors – Competitive Acquisition provision of this solicitation (FAR 52.215-1), the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a).) Therefore, the offeror's initial proposal should contain the offeror's best terms. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

The following factors will be used to evaluate proposals:

- (1) Price
- (2) Non Price Factors: (a) Technical Capability and (b) Past Performance

**(b) EVALUATION OF PRICE PROPOSALS****FACTOR 1 - Price**

The Government will evaluate the reasonableness of the proposed price using price analysis in accordance with FAR 15.404-1(b). This factor is not numerically weighted or scored. Adequate price competition is anticipated in response to this announcement. Cost or pricing data is not required for this solicitation. In the event that there is no competition, information other than cost and pricing data may be requested in accordance with FAR 52.215-20.

The price proposal shall cover all aspects of Request for Proposal (RFP) and Specification. Contractor must account for all contract line items in the RFP.

**(c) EVALUATION OF NON- PRICE FACTORS**

Offerors will be evaluated on the non-price factors of Technical Capability and Past Performance.

**6600 PSIG Pressure Vessel****SECTION M - EVALUATION FACTORS FOR AWARD****FACTOR 2(a) – Technical Capability**

Technical capability will be determined solely on the content and merit of the information submitted in response to this solicitation.

- a. The following criteria will be considered to determine technical capability.
  1. Proposed technical approach meets the performance requirements as defined in the RFP.
  2. Offeror can meet expected product delivery dates set in the RFP.
  3. Offeror demonstrates capability to meet ASME Section VIII, Division 2 pressure vessel code design, fabrication and NDE including certified welders, inspectors & NDE procedures.
  4. Offeror demonstrates capability to meet the specified cleaning standard (KSC-C-123 or ISO 14952).
- b. The following ratings will be used to evaluate this factor:

**Acceptable** - The offeror meets and/or exceeds the requirements, and delivery schedule. The contractor has demonstrated an understanding of the requirements and specifications described in the solicitation. The company's level of understanding of the work to be performed is thorough and comprehensive. Probability of successful contract performance is good.

**Unacceptable** - The offeror does not meet and/or exceeds the requirements, and/or delivery schedule. The technical proposal has failed to demonstrate a satisfactory level of understanding of the requirement or capability in one or more areas. The company lacks basic understanding of work to be performed under the contract. This low level of understanding or capability would cause significant concern that there would be a high risk associated with the company's performance.

**FACTOR 2(b) – Past Performance**

- i. The evaluation of past performance will be conducted in accordance with FAR 15.305(a) (2) and NFS 1815.305(a) (2). The offeror's relevant performance of work similar in size, content, and complexity to the requirements of this acquisition will be evaluated. For purposes of this Section, relevant is a contract performed within the last five (5) years that is similar in size, content, and complexity to requirements of this RFP. The Government may supplement the information contained in the proposal with information obtained from other Government organizations and personnel, commercial sources, public information sources, and, if applicable, data gathered during the discussion phase of the evaluation. Emphasis will be given to the extent of recent direct experience and quality

**6600 PSIG Pressure Vessel****SECTION M - EVALUATION FACTORS FOR AWARD**

of past performance on previous contracts that are highly relevant to the effort defined in this RFP.

- ii. The following ratings will be used to evaluate this factor:

**Acceptable** - Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or if the offeror's performance record is unavailable. An offeror with no record of past performance will be rated as neutral (see FAR 15.305 (a)(2)(iv)).

**Unacceptable** - Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

**(d) EVALUATION PROCESS**

The following describes the general methodology that will be used for proposal evaluation:

(1) Offerors will be checked against the List of Parties Excluded From Federal Procurement and Non-procurement Programs. Offerors who appear on the List will be eliminated without further consideration. Proposals will also be checked for minor informalities or irregularities. The Contracting Officer will follow guidance at FAR 15.306 for resolving minor informalities or irregularities.

(2) The Contracting Officer will conduct a price analysis on each offeror's submitted price.

(3) The technical (non-price) volume of the offeror with the lowest evaluated reasonable price will be given to the technical evaluators for review. If the technical (non-price) proposal is determined to be technically "Acceptable", award shall be made to that offeror, subject to a positive responsibility determination in accordance with FAR Part 9. In order for a technical proposal to be determined technically "Acceptable", all of the non-price factors in the technical proposal must be individually and collectively evaluated as "Acceptable".

(4) If the technical proposal is determined to be technically "Unacceptable" the technical (non-price) volume of the offeror with the next lowest evaluated reasonable price will be given to the technical evaluators for review. If the technical (non-price) proposal of the offeror with the next lowest evaluated reasonable price is determined to be technically "Acceptable" award shall be made to that offeror subject to a positive responsibility determination in accordance with FAR Part 9.

(5) If the technical proposal is determined to be technically "Unacceptable" the process described will be conducted again, as many times as necessary, until such time as the Government identifies a technically "Acceptable" proposal.

**6600 PSIG Pressure Vessel****SECTION M - EVALUATION FACTORS FOR AWARD****M.2 SELECTION DECISION**

Selection for contract award will be made based on a Lowest Price Technically Acceptable (LPTA) source selection process. The proposal that provides the lowest fair and reasonable price and is otherwise technically acceptable in all non-price factors will be selected for award. The selection will be made subject to an affirmative determination of contractor responsibility in accordance with FAR Subpart 9.1.

(End of provision)

**M.3 52.247-47 EVALUATION – F.O.B. ORIGIN (JUNE 2003)**

(a) The Government normally uses land methods of transportation by regulated common carrier for shipment within the contiguous United States.

(b) To evaluate offers, the Government will consider only these methods to establish the cost of transportation between offeror's shipping point and destination (tentative or firm, whichever is applicable) in the contiguous United States.

(c) This transportation cost will be added to the offer price to determine the Government's overall cost.

(d) When tentative destinations are indicated, the Government will use them only for evaluation purposes. The Government has the right to use any other means of transportation or any other destination at the time of shipment.

(End of Provision)